

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Northern Division**

AGAM GROUP, LTD.
6695 Business Parkway
Elkridge, Maryland 21075

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Plaintiff

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v.

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Civil Action No. _____

SKYLINE DISPLAYS, LLC
d/b/a SKYLINE EXHIBITS
3355 Discovery Road
St. Paul, Minnesota 55121

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Serve on: Corporation Service Company
7 Saint Paul Street, Suite 1660
Baltimore, Maryland 21202

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and

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SKYLINE TRADETEC, LLC
1136 North Garfield Street
Lombard, Illinois 60148

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Serve on: CT Corporation System
208 South LaSalle Street
Suite 814
Chicago, Illinois 60604

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Defendants.

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COMPLAINT

Plaintiff Agam Group, Ltd. (“Agam”), by its undersigned attorneys, sues Defendants Skyline Displays, LLC d/b/a Skyline Exhibits and Skyline TradeTec (collectively, “Defendants”), and states:

INTRODUCTION, PARTIES, AND JURISDICTION

1. Agam is a Delaware corporation with its principal place of business in Elkridge, Maryland. Agam provides specialized aluminum modular systems and related product manufacturing and fabrication services in the Washington-Baltimore metropolitan area.

2. Defendant Skyline Displays, LLC d/b/a Skyline Exhibits (“Skyline”) is a Delaware limited liability company with its principal place of business in St. Paul, Minnesota. Skyline manufactures trade show and other advertising signage.

3. Defendant Skyline TradeTec, LLC (“TradeTec”) is a Delaware limited liability company with its principal place of business in Lombard, Illinois. TradeTec also manufactures trade show and other advertising signage. On information and belief, TradeTec is now owned by Skyline.

4. This Court has personal jurisdiction over Defendants insofar as they entered into multiple services contracts with Agam in Maryland as described further *infra*.

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 insofar as Plaintiff and Defendants are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

6. Venue proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) and (3).

STATEMENT OF FACTS

7. Agam performed multiple fabrication jobs for Defendants pursuant to purchase orders executed by Defendants. These jobs for which Defendants have failed to pay are detailed below.

8. Skyline/TradeTec representative Jennifer Abajay signed an Agam purchase order quotation for \$66,108.00 on November 27, 2019 (the “Trijicon Job”). The initial scope of the Trijicon Job was later increased by \$240.00. Agam completed the Trijicon Job satisfactorily and sent

an invoice dated December 30, 2019, to Defendants for \$66,348.00 for the Trijicon Job. Defendants have failed to pay Agam for the \$66,348.00 Trijicon Job.

9. Skyline/TradeTec representative Chris Ybarra signed an Agam purchase order quotation for \$92,011.00 on December 3, 2019 (the “Insinkerator Job”). Agam completed the Insinkerator Job satisfactorily and sent an invoice dated January 14, 2020, to Defendants for \$92,011.00 for the Insinkerator Job. Defendants have failed to pay Agam for the \$92,011.00 Insinkerator Job.

10. Skyline/TradeTec representative Tanner Holmes signed an Agam purchase order quotation for \$21,204.00 on October 30, 2019, and an additional purchase order quotation for \$992.00 on November 18, 2019 (collectively, the “Kemin Job”). The scope of the Kemin Job was later reduced by \$74.00. Agam completed the Kemin Job satisfactorily and sent an invoice dated January 21, 2020, to Defendants for \$22,122.00 for the Kemin Job. Defendants have failed to pay Agam for the \$22,122.00 Kemin Job.

11. Skyline/TradeTec representative Tanner Holmes signed an Agam purchase order quotation for \$20,442.00 on January 17, 2020 (the “Vermeer Job”). The scope of the Vermeer Job was later changed, and the total quotation was reduced to \$18,496.00. Agam completed the Vermeer Job satisfactorily and sent an invoice dated February 26, 2020, to Defendants for \$18,496.00 for the Vermeer Job. Defendants have failed to pay Agam for the \$18,496.00 Vermeer Job.

12. Skyline/TradeTec representative Cory Preis signed an Agam purchase order quotation for \$19,114.00 on September 16, 2019 (the “Piston Power Job”). The scope of the Piston Power Job was later reduced by \$1,121. Agam completed the Piston Power Job satisfactorily and sent an invoice dated March 3, 2020, to Defendants for \$17,993.00 for the Piston Power Job. Defendants have failed to pay for the \$17,993.00 Piston Power Job.

13. Skyline/TradeTec representative Jennifer Abajay signed a purchase order quotation for \$38,745.00 on January 9, 2020 (the “Trek Job”). The scope of the Trek Job was later increased

by \$7,879.00. Agam completed the Trek Job satisfactorily and sent an invoice dated March 3, 2020, to Defendants for \$46,624.00 for the Trek Job. TradeTec Skyline failed to pay the Trek Order invoice of \$46,624.00 by the April 3, 2020, due date.

14. The specific unpaid invoices owed by Defendants to Agam for the work Agam performed on the Trijicon, Insinkerator, Kemin, Vermeer, Piston Power and Trek Jobs are:

The Agam Group, Inc.

Unpaid Invoices - TradeTec Skyline Companies

<u>Customer</u>	<u>Project Name</u>	<u>Order Signed</u>	<u>Quote Amt.</u>	<u>Inv. No.</u>	<u>Invoice Date</u>	<u>Pymnt. Due</u>	<u>Invoice Amt.</u>
TradeTec Skyline	Trijicon	11/27/2019	\$ 66,108.00	74238	12/30/2019	1/30/2020	\$ 66,348.00
TradeTec Skyline	Insinkerator	12/3/2019	\$ 92,011.00	75149	1/14/2020	2/14/2020	\$ 92,011.00
TradeTec Skyline	Kemin	10/30/2019	\$ 21,204.00	75141	1/21/2020	2/21/2020	\$ 22,122.00
TradeTec Skyline	Vermeer	1/17/2020	\$ 20,442.00	76265	2/26/2020	3/26/2020	\$ 18,496.00
TradeTec Skyline	Piston Power	9/16/2019	\$ 19,144.00	73951	3/3/2020	4/3/2020	\$ 17,993.00
TradeTec Skyline	Trek	1/9/2020	\$ 38,745.00	76187	3/3/2020	4/3/2020	\$ 46,624.00
Sub-Total							\$ 263,594.00
TradeTec Skyline	Other Misc. Orders						\$ 3,656.13
Total							\$ 267,250.13

15. Defendants do not dispute that Agam performed all of the aforementioned Jobs completely and satisfactorily. Indeed, Defendants do not dispute that they owe Agam at least \$267,250.13 as itemized above for said Jobs. Rather, Defendants – which clearly have the means to pay Agam this undisputed indebtedness – simply do not wish to pay Agam.

16. Agam has made multiple unsuccessful attempts to collect the above amounts from Defendants.

COUNT I – BREACH OF CONTRACT

17. Agam incorporates its allegations contained in Paragraphs 1 through 16 of the Complaint as if fully set forth herein.

18. The Agam purchase orders that Defendants executed for the Trijicon, Insinkerator, Kemin, Vermeer, Piston Power and Trek Jobs constitute valid and enforceable contracts (the “Contracts”).

19. Defendants have materially breached the Contracts by failing to pay any of the amounts due to Agam on the Trijicon, Insinkerator, Kemin, Vermeer, Piston Power and Trek Jobs.

20. As a proximate result of these breaches, Agam has suffered damages in the total amount of \$267,250.13, plus interest and costs.

WHEREFORE, Agam demands judgment against Defendants of not less than \$267,250.13, plus interest and costs, and requests that the Court award such other and further relief which it deems just and equitable.

COUNT II – UNJUST ENRICHMENT

21. Agam incorporates its allegations contained in Paragraphs 1 through 20 of the Complaint as if fully set forth herein.

22. Defendants' failure to pay any of the amounts due to Agam on the Trijicon, Insinkerator, Kemin, Vermeer, Piston Power and Trek Jobs benefitted Defendants financially to the detriment of Agam.

23. Defendants knew and appreciated that they were receiving the financial benefits of the Trijicon, Insinkerator, Kemin, Vermeer, Piston Power and Trek Jobs for which Agam invoiced Defendants and for which Defendants failed to pay Agam.

24. The circumstances surrounding Defendants' failure to pay for the Trijicon, Insinkerator, Kemin, Vermeer, Piston Power and Trek Jobs make it inequitable for Defendants to retain the benefits of those Jobs without reimbursing Agam for same.

25. Defendants retention of those benefits has caused Agam significant financial losses and other damage.

WHEREFORE, Agam demands judgment against Defendants of not less than \$267,250.13, plus interest and costs, and requests that the Court award such other and further relief which it deems just and equitable.

Respectfully submitted,

/s/Mark D. Maneche

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